

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Motors Liquidation Company, et al., (f/k/a
General Motors Corporation., et al. Debtors.

Case No. 09-50026 (REG)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of
the transfer, other than for security, of the claim referenced in this evidence and notice.

The Royal Bank of Scotland PLC
Name of Transferee

Andrea Ferraroni
Name of Transferor

Name and Address where notices to transferee
should be sent:
The Royal Bank of Scotland PLC
600 Washington Blvd.
Stamford, CT 06901
Attention: Matthew Rosencrans

Court Claim # (if known): 60242
Amount of Claim: \$75,396.92
Date Claim Filed: 11/27/09
Debtor: Motors Liquidation Company (f/k/a
General Motors Corporation)


With a copy to:
Richards Kibbe & Orbe LLP
Attn: Managing Clerk
One World Financial Center
New York, NY 10281

Phone: 203-897-2644
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):
Same as above
Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: 9/1/10

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Exhibit A

Agreement and Transfer of Claim

AGREEMENT AND TRANSFER OF CLAIM DATED 10TH JUNE 2010

1. **Andrea Ferraroni**(1) ("Seller"), for good and valuable consideration, the sufficiency of which is acknowledged, hereby absolutely and unconditionally sells, transfers and assigns to **The Royal Bank of Scotland PLC** ("Purchaser"), and the Purchaser hereby agrees to purchase from Seller, as of the date of this agreement (this "Agreement"), all of Seller's right, title and interest in and to **Euro 50,000.00 (Fifty-thousand/00)** principal amount (the "Purchased Amount") of certain **7¼ percent notes due 3.7.2013 – ISIN XS0171942757** (the "Notes") issued by Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), a debtor and debtor-in-possession in Case No. 09-50026 (REG) (the "Case") under Chapter 11 of the Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), arising prior to the filing of the Debtor's Chapter 11 petition, including without limitation, (i) all of Seller's right, title and interest in all agreements, instruments, invoices and other documents evidencing, or relating to the Purchased Amount of the Notes (the "Supporting Documents"); (ii) all of Seller's right to receive principal, interest, fees, expenses, damages, penalties and other amounts in respect of or in connection with any of the foregoing; and (iii) voting and other rights and benefits arising from, under or relating to any of the foregoing receivables, including, without limitation, all of Seller's rights to receive cash, securities, instruments and/or other property or distributions issued in connection with any of the foregoing under the Bankruptcy Code or otherwise (the Purchased Amount and the items referenced in (i) through (iii) are collectively referred to as the, the "Transferred Claim"); and (iv) to the extent relating to the Transferred Claim, all of Seller's right, title, and interest in and to Proof of Claim Number 60242 (the "Proof of Claim") (2) filed against the Debtor in the Case.

2. Seller hereby represents and warrants to Purchaser that: (a) Seller owns and has good title to the Transferred Claim, free and clear of any and all liens, claims, security interests, participations, or encumbrances of any kind or nature whatsoever; (b) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement; (c) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (d) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 30, 2009 in accordance with the Court's Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(B)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof dated September 16, 2009 (the "Bar Date Order").

3. Seller shall promptly remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claim to Purchaser. On or as soon as possible after the date hereof, Seller shall transfer to Purchaser, against the simultaneous payment of the relevant purchase price to be made by the Purchaser in favour of the Seller, the Purchased Amount of the Notes, via Euroclear or Clearstream (or similar transfer method), as Purchaser may reasonably designate in writing to Seller.

(1) The name "Andrea Ferraroni" (correct) was reported per error as "Andrea Ferrarom" (incorrect) onto the Claim Register. Therefore, any reference in the Bankruptcy Court's Claim Register to "Andrea Ferrarom" is deemed to be at all effects intended as, and replaced by, "Andrea Ferraroni".

(2) The Purchased Amount of Euro 50,000.00 was converted by the claimant into US Dollars at the time of the filing of the Proof of Claim, using the exchange rate on the date of the filing of the chapter 11 petition by the Debtor, and interests accrued thereon were also added. This results in the total amount indicated in the Proof of Claim itself, equal to USD 75,396.92.



4. Subject to this Agreement, Seller hereby waives any objection to the transfer of the Transferred Claim and the Proof of Claim to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller (and of all those contact details of BSI SA, at the time acting as the Seller's reference private banking agent, indicated in the Proof of Claim) by Purchaser and Purchaser's contact details, which substitution the Purchaser hereby undertakes with best efforts to promptly procure, for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claim and the Proof of Claim.

5. Purchaser shall file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claim and the Proof of Claim, recognizing Purchaser as the sole owner and holder of the Transferred Claim and the Proof of Claim, and directing that all payments or distributions of money or property in respect of the Transferred Claim and the Proof of Claim be delivered or made to Purchaser.

6. All representations, warranties and covenants shall survive the execution, delivery and performance of this Agreement and the transactions described herein. Purchaser shall be entitled to transfer its rights in the Transferred Claim and the Proof of Claim hereunder without any notice to or the consent of Seller. Purchaser represents that it has made its own due diligence and independent investigation as to the appropriateness and adequacy of the transfer under, and the terms and conditions of, this Agreement and therefore, except for any breach of Seller's representations herein, the Purchaser shall have no recourse of any kind against the Seller arising of, or in any way in connection with, this Agreement, the Purchased Amount, the Transferred Claim, the Proof of Claim or under any other title.

7. This Agreement constitutes the entire agreement of the Parties with respect to the transaction contemplated herein, and supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, representations and warranties in respect thereof, all of which have become merged and finally integrated into this Agreement.

8. Each of Purchaser and Seller, with the reasonable support of the other party which will be provided where necessary and upon written request, agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments, and (b) take, or cause to be taken, all such other and further actions necessary and/or appropriate to effectuate the intent and purposes, and carry out the terms, of this Agreement, including without limitation ensuring the timely and accurate filing of any amendment to the Proof of Claim in respect of the Transferred Claim.

9. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signature pages follow.]

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.


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IN WITNESS WHEREOF, this AGREEMENT AND TRANSFER OF CLAIM is executed on
10th June 2010.

THE ROYAL BANK OF SCOTLAND Plc.

ANDREA FERRARONI



By: 
Name: _____
Title: _____

[ADDRESS]
Phone:
Email:

By: _____
Name: _____
Title: _____

[ADDRESS]
Phone:
Email: